

**COUNTY OF MOORE  
NORTH CAROLINA**

**REQUEST FOR PROPOSALS**

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ISSUE DATE: **August 19, 2016**

**RFP#: 2017-02**

**TITLE: BROKERAGE SERVICES – BENEFITS CONSULTING**

ISSUING DEPARTMENT: **County of Moore Financial Services  
Attn: Terra Vuncannon  
206 S. Ray Street  
PO Box 905  
Carthage, NC 28327**

**Sealed Proposals** will be received until **Tuesday September 20, 2016 at 4:00 pm** from qualified vendors for Brokerage Services – Benefits Consulting for the County. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Coordinator  
PO Box 905  
Carthage, NC 28327  
(910) 947-7118 (Telephone)  
(910) 947-6311 (Fax)  
[tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov)**

**Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.**

**In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid.**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(typed)

By: \_\_\_\_\_  
(signed)

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## INSTRUCTIONS FOR PROPOSALS

1. **Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at [tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov) or at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 10:00 am Tuesday September 13, 2016. NO EXCEPTIONS.**
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the

warranty for the goods in the bid. Operations and maintenance manuals for equipment shall also be provided, as appropriate.

8. The County of Moore has waived the Bid Deposit.
9. All purchases for goods or services are subject to the availability of funds for this purpose.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
13. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
14. All Bidders must complete and submit the Vendor Application Form, Non-Collusion and E-Verify affidavits and the Iran Divestment Act Certification with their bid package. This information will be used to create or update the County's bidder/vendor file.
15. The County of Moore reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
16. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners for their approval.
17. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
18. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

19. Any cost incurred by consultant in preparing or submitting proposals are the consultant's sole responsibility.

## **GENERAL SPECIFICATIONS**

### **1. Purpose:**

The purpose of this Request for Proposal (RFP) is to solicit offers from qualified consultants to assist the County of Moore with strategically planning, designing and negotiating the best coverage and cost for selective employee benefit programs while maintaining compliance with laws and regulations related to employee and retiree benefits. The County of Moore has approximately 628 full-time employees. The County of Moore is constantly competing to recruit and retain the best employees possible. Our leadership is looking to ensure we have financially competitive and affordable benefit programs to offer our employees.

### **2. Contract Period:**

Any contract resulting from this proposal shall be effective January 1, 2017 with the option of the County of Moore to continue services under the same terms and conditions set forth herein for (4) four additional years.

### **3. Scope of Work:**

The County of Moore requires a North Carolina licensed consultant who is an independent non- broker or broker that is not affiliated with any insurance company, third party administrative agency or provider network. The firm must have experience (no less than 5 years) in providing consulting services for employers with at least 100 employees. The County of Moore requires the following services:

- A) Provide general assistance in administering the group health insurance plan, wellness programs, contracts with third-party claims administrators and other health and wellness vendors, respond to questions from and provide information to staff, and provide any other special consulting services as listed in the contract for services or later authorized by the County of Moore during the course of the plan year.
- B) Provide assistance in complying with laws and regulations related to employee and retiree benefits.
- C) Audit resulting contracts for accuracy of coverage, terms, and conditions.
- D) Assist with annual benefits renewals, including negotiation of changes in contracts.
- E) When employee benefits are marketed, prepare bid specifications, identify appropriate markets, analyze proposals submitted, make recommendations, and assist in negotiation of (preferably multi-year) contracts.
- F) Annual reviews of selected employee benefit package for quality of benefits provided, cost effectiveness, competitiveness and plan administration.
- G) Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred claims.
- H) Provide information on employee benefit issues, trends and proposed or new legislation.
- I) Be available to meet with the County of Moore management as needed and make presentations on items of interest to the County of Moore's County Manager and Board of Commissioners as requested and/or determined to be necessary.

- J) Assist in the design of employee benefits communications. Participate in Benefit Fairs and annual enrollment process.
- K) Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions.
- L) Evaluate various insurance products submitted by carriers, agents and brokers.
- M) Provide actuarial services i.e. assistance with the “Other Post-Employment Benefits” (OPEB) study.
- N) Perform other related consultation services as needed or requested.

#### **4. Vendor Proposal Requirements:**

The proposal response must clearly demonstrate the required qualifications, expertise, competence and capability of the vendor. Please provide a concise description of your firm’s ability to provide the services required in the *Scope* of this document. Costs incurred by firms responding to this RFP are solely their responsibility. Additionally, please include the answers to the following questions (address by number):

1. Describe your organizational structure (i.e. publicly held corporation, partnership, etc.).
2. Confirm that you are a licensed consultant in North Carolina and provide documentation. Confirm that you serve as a consultant, independently, and are not affiliated with any insurance company, third party administrative agency or provider network.
3. Briefly describe your company’s organization, philosophy, and management. Also, please provide a brief company history. Describe your contractual relationships, if any, with organizations necessary to your proposal’s implementation (i.e. actuarial services, data information services).
4. How long has your organization been providing consulting services?
5. How many clients does your organization presently have?
6. What is your average response time to questions posed from your clients? How do you handle follow up to outstanding items? What is your preferred method of communicating with your clients (i.e. voicemail, e-mail, and fax)?
7. Please provide a list of three verifiable client references that are able to comment on your organization’s relevant experience. This list should include at least two active client references and one reference from a former client. Please include company name, contact name and telephone number, size of company’s workforce, what services you provided and for which benefit plans, and the time period you have serviced the account. It is the vendor’s responsibility to provide valid reference information and the County of Moore reserves the right to use reference checks in its evaluation of proposals.
10. Briefly describe the level of service and support provided by your company on a day-to-day basis.

11. What steps does your organization take to ensure that its employees are educated on current market trends and legislative developments? How is this information communicated to your clients?
12. Describe how you propose to build an understanding of the direction and priorities of the County of Moore business and how you would utilize this information in order to anticipate our needs in relation to benefits.
13. Detail how your organization participates in developing a strategic benefit plan with your clients.
14. Describe your organization's involvement in the annual renewal process. Include information regarding process time frames, negotiation of rates and vendor selection.
15. Describe the process of how your organization would assist the County of Moore in selecting an insurance vendor. Include how your company's experience and expertise would benefit the County of Moore.
16. Outline your compliance capabilities including resources available.
17. Please provide a list of the vendors you have relationships with in regard to health, disability, life, supplemental health, and dental insurance plans.
18. What is your process for providing plan recommendations to your clients?
19. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e. electronic capabilities, outsourcing options). Attach any associated costs, if any, for these services on a separate fee schedule.
20. Detail how you develop a benefit communication strategy with your clients. Include what tools or resources you have available to assist your clients in effectively communicating, not only the specific plan details, but also the value of the benefits offered?
21. What training resources does your organization provide to assist your clients in educating and training their benefit staff?
22. What makes your organization unique from other organizations that may submit proposals for the County of Moore's consideration?
23. Provide any additional information regarding your organization or services that you feel would be beneficial in helping the County of Moore to select a benefits consultant.
24. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, current job functions, proposed roles on the County of Moore team, and office location(s). Designate a principal of the firm who



would be ultimately responsible for the relationship and an Account Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

25. If more than two people will be assigned to the County of Moore project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

## **5. Criteria for Evaluation:**

All proposals will be evaluated according to, but not necessarily limited to, the following:

- The proposal's Plan of Services as required in above items 3 (Scope of Work) and 4 (Vendor Proposal Requirements).
- Extent and success of previous work provided to organizations similar in nature to those required herein. References provided verifying the required experience and level of service needed by the County of Moore
- The proposal itself as an example of the potential vendor's work.
- Qualifications/experience of key personnel to be assigned to the project.
- All required forms completed and returned as part of the proposal package.

## **6. Pricing:**

**Please provide a separate fee addendum related to pricing:**

1. Detail the proposed compensation for your services. Please include information about any services for which there would be an additional expense. Also, include full information about how your compensation would be disclosed to the County of Moore and certify in writing that there would be no undisclosed compensation, either at a plan/vendor level or within your own firm's compensation programs.
2. State your organization's philosophy on accepting contingency/override compensation from insurers relative to the place of our programs. Comment on both direct and indirect (i.e., trips/gifts) compensation and any other supplemental compensation programs.

## **7. Oral Presentations:**

During the evaluation process, the County of Moore may, at its discretion, may request any one or all firms to make oral presentations for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, consultants are cautioned that the County of Moore is not required

to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the broker. Not all brokers may be asked to make such oral presentations.

#### **8. Final Selection:**

It is anticipated that final selection will be made by December 30, 2016. .

## PROPOSAL FORM

Sealed Proposals will be received until 4:00 pm on Tuesday September 20, 2016 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

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**TOTAL ANNUAL COST:** \$ \_\_\_\_\_

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- \_\_\_ This proposal was signed by an authorized representative of the firm.
- \_\_\_ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_ All labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_ The potential Contractor agrees to the conditions as set forth in this **Request for Proposal** with no exceptions.
- \_\_\_ The following documents are completed, signed and included in the proposal:
  - All requirements within the Specifications/Scope of Work**
  - Proposal Form**
  - Non-Collusion Affidavit**
  - E-Verify Affidavit**
  - Iran Divestment Act Certification**
  - Vendor Application**
  - W-9 Form**

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

The County may award a contract for all or part of the items specified.

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Receipt of the following addendum is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY OF MOORE  
NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Moore

I \_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is the \_\_\_\_\_ of \_\_\_\_\_, the  
Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and  
of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives,  
employees or parties of interest, including this affiant, has in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a  
collusive or sham bid in connection with the contract for which the attached bid has been  
submitted or to refrain from bidding in connection with such contract, or has in any manner,  
directly or indirectly, sought by agreement or collusion or communication or conference with  
any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder  
or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage  
against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its  
agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Title

State of North Carolina  
County of \_\_\_\_\_  
Subscribed and sworn before me,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
\_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn  
hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 2016.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

*Notes to persons signing this form:*

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must **not** utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.



## Vendor Application

### County of Moore

Financial Services – Purchasing Division

PO Box 905

Carthage, NC 28327

Phone: (910) 947 - 6310

Fax: (910) 947 - 6311

Please Type or Print Legibly

Federal ID # \_\_\_\_\_ SS # \_\_\_\_\_ Vendor # \_\_\_\_\_

Vendor Name
-------------

Date
------

ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
----------------	------------------	------------

YEAR ESTABLISHED	TERMS	DISCOUNT
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CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS:

This firm certifies that it is a: (if applicable)

☐ Disabled

☐ Minority Business Enterprise

☐ Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

### Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

_____	_____	_____
_____	_____	_____

### References

_____
_____
_____



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Apply to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**SAMPLE CONTRACT – DO NOT RETURN**

**STATE OF NORTH CAROLINA**

**CONTRACT FOR SERVICES**

**COUNTY OF MOORE**

This Contract is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and \_\_\_\_\_, \_\_\_\_\_ (the “Contractor”).

**1. Services to be Provided and Agreed Charges**

The Contractor agrees to provide services and materials (collectively referred to as “Services”) contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

**2. Term of Contract**

The term of this Contract is from \_\_\_\_\_ through \_\_\_\_\_. This Contract will be automatically renewed for additional one (1) year periods, based on the County’s fiscal year (July 1 – June 30), starting July 1, 20\_\_\_\_, not to exceed a total of five (5) renewals.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days notice if such funds become unavailable.

**3. Payment to Contractor**

During the initial term of this Contract and during each subsequent renewal, the Contractor will receive from the County a sum not to exceed \$\_\_\_\_\_ as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

**4. Independent Contractor**

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

**5. Insurance**

The Contractor will maintain Workers’ Compensation Insurance for all of the Contractor’s employees. The Workers’ Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor’s error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

**6. Indemnification**

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

**7. Health and Safety**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

**8. E-Verify**

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor’s subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

**9. Iran Divestment Act Certification**

The Contractor warrants that it is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.59(b). The Contractor warrants that it will not utilize any subcontractor identified on the Final Divestment List. Prior to the renewal of this Contract, the Contractor will certify, in writing, that neither the Contractor nor its subcontractors are listed on the Final Divestment List. In the event the Contractor or a subcontractor of the Contractor is added to the Final Divestment List, this Contract will be immediately considered void by operation of law.

#### **10. Non-Discrimination in Employment**

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

#### **11. Governing Law**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

#### **12. Termination of Agreement**

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

#### **13. Successors and Assigns**

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

#### **14. Compliance with Laws**

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

#### **15. Notices**

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY  
ATTN: DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

CONTRACTOR:

#### **16. Audit Rights**

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

#### **17. County Not Responsible for Expenses**

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

#### **18. Equipment**

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

#### **19. Priority of Documents**

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

#### **20. Severability**

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

#### **21. Non-Waiver**

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

#### **22. Entire Agreement**

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

**23. Amendment**

This Contract may only be amended by the written mutual agreement of the parties.

**24. Drafted by Both Parties**

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

**25. Headings**

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

**COUNTY OF MOORE**

\_\_\_\_\_  
J. Wayne Vest  
County Manager

**CONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PREAUDIT CERTIFICATE**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

**SCOPE OF SERVICES**